

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ARJUN VASAN,  
Plaintiff,  
v.  
CHECKMATE.COM, INC.,  
Defendant.

Case No. 2:25-cv-00765-MEMF-AS

**JOINT MOTION FOR  
STIPULATED PROTECTIVE  
ORDER**

CHECKMATE.COM, INC.,  
Counterclaim-  
Plaintiff,  
v.  
ARJUN VASAN,  
Counterclaim-Def

1           1. A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 grant the following Joint Motion for Stipulated Protective Order (“**Stipulated**  
7 **Protective Order**”). The parties acknowledge that this Order does not confer  
8 blanket protections on all disclosures or responses to discovery and that the  
9 protection it affords from public disclosure and use extends only to the limited  
10 information or items that are entitled to confidential treatment under the applicable  
11 legal principles. The parties further acknowledge, as set forth in Section 12.3,  
12 below, that this Stipulated Protective Order does not entitle them to file confidential  
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
14 followed and the standards that will be applied when a party seeks permission from  
15 the court to file material under seal.

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17           B. GOOD CAUSE STATEMENT

18           This action is likely to involve trade secrets, development,  
19 commercial, financial, technical, and/or proprietary information for which special  
20 protection from public disclosure and from use for any purpose other than  
21 prosecution of this action is warranted. Such confidential and proprietary  
22 materials and information consist of, among other things, source code,  
23 deployment processes, configuration files, credentials, and other information  
24 relating to proprietary code, confidential business or financial information,  
25 information regarding confidential business practices, or other confidential research,  
26 development, or commercial information (including information implicating  
27 privacy rights of third parties), information otherwise generally unavailable to the  
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1 public, or which may be privileged or otherwise protected from disclosure under  
2 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
3 to expedite the flow of information, to facilitate the prompt resolution of disputes  
4 over confidentiality of discovery materials, to adequately protect information the  
5 parties are entitled to keep confidential, to ensure that the parties are permitted  
6 reasonable necessary uses of such material in preparation for and in the conduct of  
7 trial, to address their handling at the end of the litigation, and serve the ends of  
8 justice, a protective order for such information is justified in this matter. It is the  
9 intent of the parties that information will not be designated as confidential for  
10 tactical reasons and that nothing be so designated without a good faith belief that it  
11 has been maintained in a confidential, non-public manner, and there is good cause  
12 why it should not be part of the public record of this case.

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## 2. DEFINITIONS

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2.1 Action: *Arjun Vasan v. Checkmate.com Inc.*, Case No. 2:25-cv-  
16 00765-MEMF-AS

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2.2 Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19

2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify  
21 for protection under Federal Rule of Civil Procedure 26(c), and as  
22 specified above in the Good Cause Statement.

23

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25

2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”

28

2.6 **Disclosure or Discovery Material**: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 **Expert**: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 **House Counsel**: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 **Non-Party**: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 **Outside Counsel of Record**: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.11 **Party**: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 **Producing Party**: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 **Professional Vendors**: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2           designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4           Material from a Producing Party.

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6           3. SCOPE

7           The protections conferred by this Stipulation and Order cover not only  
8           Protected Material (as defined above), but also (1) any information copied or  
9           extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10           compilations of Protected Material; and (3) any testimony, conversations, or  
11           presentations by Parties or their Counsel that might reveal Protected Material.

12           Any use of Protected Material at trial will be governed by the orders of the  
13           trial judge. This Order does not govern the use of Protected Material at trial.

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15           4. DURATION

16           Even after final disposition of this litigation, the confidentiality obligations  
17           imposed by this Order will remain in effect until a Designating Party agrees  
18           otherwise in writing or a court order otherwise directs. Final disposition will be  
19           deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
20           or without prejudice; and (2) final judgment herein after the completion and  
21           exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
22           including the time limits for filing any motions or applications for extension of time  
23           pursuant to applicable law.

24

25           5. DESIGNATING PROTECTED MATERIAL

26           5.1 Exercise of Restraint and Care in Designating Material for Protection.

27           Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The Designating Party must designate for  
3 protection only those parts of material, documents, items, or oral or written  
4 communications that qualify so that other portions of the material, documents,  
5 items, or communications for which protection is not warranted are not swept  
6 unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper  
9 purpose (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating  
11 Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents,  
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
23 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
24 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
25 portion or portions of the material on a page qualifies for protection, the Producing  
26 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
27 markings in the margins).

1                   A Party or Non-Party that makes original documents available for  
2 inspection need not designate them for protection until after the inspecting Party has  
3 indicated which documents it would like copied and produced. During the  
4 inspection and before the designation, all of the material made available for  
5 inspection will be deemed “CONFIDENTIAL.” After the inspecting Party has  
6 identified the documents it wants copied and produced, the Producing Party must  
7 determine which documents, or portions thereof, qualify for protection under this  
8 Order. Then, before producing the specified documents, the Producing Party must  
9 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
10 If only a portion or portions of the material on a page qualifies for protection, the  
11 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
12 appropriate markings in the margins).

13                   (b) for testimony given in depositions that the Designating Party identify the  
14 Disclosure or Discovery Material on the record, before the close of the deposition all  
15 protected testimony.

16                   (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, will identify the protected  
21 portion(s).

22                   5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party’s right to secure protection under this Order for such material.  
25 Upon timely correction of a designation, the Receiving Party must make reasonable  
26 efforts to assure that the material is treated in accordance with the provisions of this  
27 Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may

1 be separately bound by the court reporter and may not be disclosed to anyone except  
2 as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

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6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
7 **IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification  
12 will include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order  
14 to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification will include  
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order will not produce any information designated in this  
21 action as “CONFIDENTIAL” before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party will bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this Action  
26 to disobey a lawful directive from another court.

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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party's confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party's  
11 confidential information, then the Party will:

12 (1) promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality  
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the  
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within  
21 14 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party's confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
27 of seeking protection in this court of its Protected Material.

1 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this Order,  
8 and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

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11 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other protection,  
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
17 procedure may be established in an e-discovery order that provides for production  
18 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
19 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
20 communication or information covered by the attorney-client privilege or work  
21 product protection, the parties may incorporate their agreement in the stipulated  
22 protective order submitted to the court.

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24 12. **MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the  
9 specific Protected Material at issue. If a Party's request to file Protected Material  
10 under seal is denied by the court, then the Receiving Party may file the information  
11 in the public record unless otherwise instructed by the court.

12

13. **FINAL DISPOSITION**

14           After the final disposition of this Action, as defined in paragraph 4, within 60  
15 days of a written request by the Designating Party, each Receiving Party must return  
16 all Protected Material to the Producing Party or destroy such material. As used in  
17 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
18 summaries, and any other format reproducing or capturing any of the Protected  
19 Material. Whether the Protected Material is returned or destroyed, the Receiving  
20 Party must submit a written certification to the Producing Party (and, if not the same  
21 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
22 (by category, where appropriate) all the Protected Material that was returned or  
23 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
24 abstracts, compilations, summaries or any other format reproducing or capturing any  
25 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
26 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
27 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION).

5  
6 14. Any violation of this Order may be punished by any and all appropriate  
7 measures including, without limitation, contempt proceedings and/or monetary  
8 sanctions.

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11  
12 DATED: \_\_\_\_\_

13 Arjun Vasan, *pro se*



14  
15 DATED: December 8, 2025  
16  
17 Ryan Q. Keech (SBN 280306)  
Stacey Chiu (SBN 321345)  
Rebecca I. Makitalo (SBN 330258)  
Jacob R. Winningham (SBN 357987)

18  
19 Attorneys for Defendant and  
Counterclaimant CHECKMATE.COM  
INC.

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21 FOR GOOD CAUSE SHOWN, THE JOINT MOTION FOR STIPULATED  
22 PROTECTIVE ORDER IS GRANTED AND IT IS SO ORDERED.  
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24  
25 DATED: \_\_\_\_\_

26 HON. ALKA SAGAR  
United States Magistrate Judge  
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## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, [full name], of \_\_\_\_\_, [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Arjun Vasan v. Checkmate.com Inc.*, Case No. 2:25-cv-00765-MEMF-AS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

1 Signature: \_\_\_\_\_

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